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January 28, 2021

Via E-Mail: statefarmfireclaims@statefarm.com

Mr. Tito Garcia
 State Farm Insurance Company
 P.O. Box 106169
 Atlanta, GA 30348-6169

Re: My Client: Roosevelt Parker
Claim # 24-18S3-76N
Policy # 241729211
D/O/L 04/09/2021

By way of introduction this office represents Roosevelt Parker with respect to the above-referenced claim. Do not communicate with our insured directly. Moreover, all payments should include "Insurance Claim Lawyers, Inc." as a payee and should be mailed to 3540 S. I-10 Service Rd. W, Suite 300, Metairie, LA 70001. The following constitutes Roosevelt Parker's proof of loss in the above-referenced claim.

The Property

Roosevelt Parker purchased an insurance policy through State Farm Fire & Casualty Company ("State Farm") for the property located at 52 Highway 589, Sumrall, MS 39482.

On or around April 9, 2021, a windstorm caused extensive damage to the Property, including significant damages to the exterior, interior, and personal property located therein.

The Property's Damages

This office has arranged for the property to be thoroughly inspected. On or about August 4, 2021, Roosevelt Parker contracted Public Adjuster Tommy Tompkins of ATA Loss Consulting, LLC ("ATA") to inspect the Property and value the related damages. Mr. Tompkins discovered extensive damage to the Property caused by the windstorm. Mr. Tompkins documented \$141,178.64 in damages to the dwelling and \$604.11 in damages to other structures. There were additional damages sustained to Mr. Parker's personal property, which we intend to submit at a later date.

Mississippi law provides that proof of loss has a liberal interpretation as to form in order to put an insurer on notice. The purposes of the notice clause is merely to place the insurer on notice of an occurrence, rather than to require the insured to make a full investigation of the occurrence himself. *Hood v. Fireman's Fund Ins. Co.*, 412 F. Supp. 846, 851 (S.D. Miss. 1976). The

Mailing:
 3540 S I-10 Service Rd W, Ste 300
 Metairie, LA 70001

Doing Business as Insurance Claim HQ & Insurance Claim Lawyers, Inc.

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PARKER ECS 742

Exhibit "B"
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primary concern of the court should be whether police was in fact given by the insured, and not how it was given. *Id.*

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To that end and consistent with the attachments hereto, it requested that you immediately tender payment based on the proof of loss in the following amounts:

Dwelling:	\$141,178.64
Other Structures:	\$604.11
Contents:	\$TBD
Loss of Use:	\$TBD
Total:	\$141,782.75

Failure to timely and adequately pay on this proof of loss will open State Farm up to liability according to Mississippi's Code of Insurance.

Mississippi Code Section 83-9-5(h) states that all benefits payable under the Policy, for any loss, will be paid within twenty-five (25) days after receipt of due written proof of such loss electronically, and will be paid within thirty-five (35) days after receipt of due written proof of such loss where claims are submitted in paper format. Any claim or portion thereof resubmitted with the supporting documentation and information requested by the insurer shall be paid within twenty (20) days after receipt. *Id.*

I have enclosed for your review:

1. ATA, Estimate & Photos.

This estimate is tentative in nature and is subject to increase. Please contact me as soon as possible to discuss.

The insured reserves all rights he may have under the insurance policy, including, but not limited to, supplementing the claim or filing additional Proofs of Loss, should cause arise. The Proof of Loss does not address hidden damages and does not include any unknown damages or complications or additional costs that may be associated with any repair/ replacement of the damages to the insured property. If this Proof of Loss does not comply with the policy conditions, you are hereby instructed to inform the insured through undersigned counsel within fifteen (15) days from the date of the Proof of Loss or any deficiencies will be considered waived.

Sincerely,

Lindsey A. Topp, Esq.

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